

**AGENT511**



## Short Messaging Service (SMS) Texting Solution

### Scope of Service – Sections II through IV

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State of Nebraska RFP 6111 Z1

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**II. TERMS AND CONDITIONS**

Bidders should complete Sections II through IV as part of their proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

Bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

**C. BUYER'S REPRESENTATIVE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**F. AMENDMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**G. CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

For all changes, the Contractor shall follow the Change Control Plan set forth in Section V.E.1.c.iv. Any in-scope changes will require a written change order that will generate an Amendment to the contract. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**H. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**I. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		See Appendix 1	

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the Contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**J. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		See Appendix 1	

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**K. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**L. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		See Appendix 1	

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY (Optional)**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**M. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

**N. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract

**P. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**Q. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**R. OFFICE OF PUBLIC COUNSEL (Statutory)**

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

**S. LONG-TERM CARE OMBUDSMAN (Statutory)**

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

**T. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			We kindly ask the State to consider a longer period, or include "The State's willingness to pay any non-refundable 3rd party costs advanced by the Contactor for which the term exceeds the termination period and is no longer than 90 days." Also included in Appendix 1

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**U. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			We kindly ask that the State add the phrase, "that upon closeout for any reason other than breach, the State pay Contractor for balance due for any mutually agreed upon work products."

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>.  
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. DISCOUNTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JM			

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**F. COST CLARIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JM			

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

**G. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**I. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the**

contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>		
<b>COMMERCIAL GENERAL LIABILITY</b>		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
Independent Contractors		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
<b>WORKER'S COMPENSATION</b>		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>		
Over Primary Insurance		\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>		
All Other Professional Liability (Errors & Omissions)		\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>		
Crime/Employee Dishonesty Including 3rd Party Fidelity		\$1,000,000
<b>CYBER LIABILITY</b>		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$10,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Economic Assistance  
 Attn: Administrative Assistant II  
 301 Centennial Mall S.  
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**J. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**K. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**L. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**M. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**N. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**P. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**Q. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**R. WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JM			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §§81-2403 states, "no goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include, but not be limited to, details that show text counts, any monthly costs, and any other fees. Invoices shall be sent to:

Economic Assistance  
 Attn: Administrative Assistant II  
 301 Centennial Mall S.  
 Lincoln, NE 68508

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**E. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. § 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor

will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

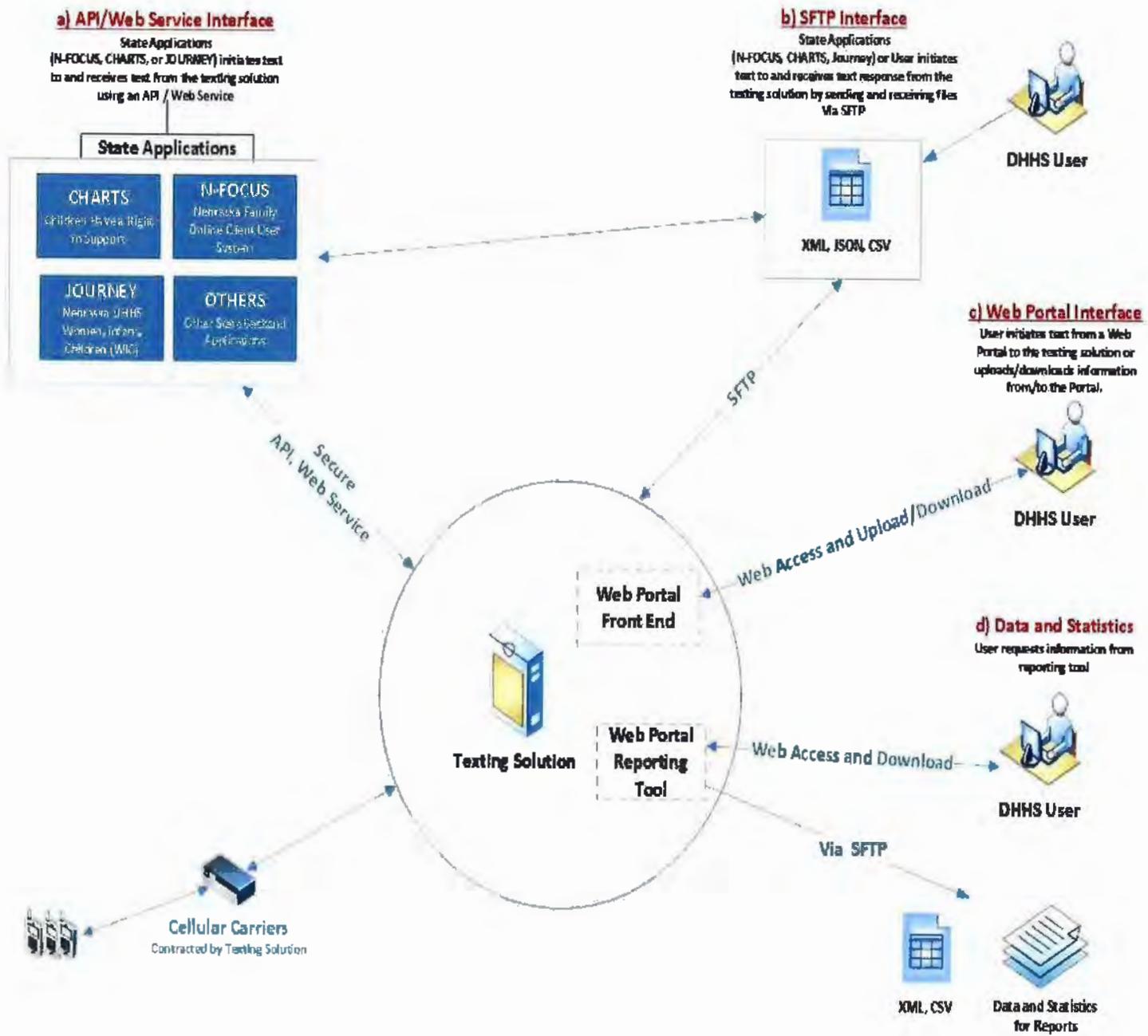
The bidder should provide the following information in response to this RFP.

### A. PROJECT OVERVIEW

The Nebraska Department of Health and Human Services (DHHS) is issuing an RFP seeking a Short Messaging Service (SMS) Texting Solution hosted by the Contractor that will allow DHHS programs to send and receive text messages to and from clients. DHHS is looking to:

1. Improve communication to better assist clients by providing a more efficient means of communication;
2. Provide more efficiency for staff by reducing phone calls to the DHHS call centers;
3. Provide less churning of benefit applications and more timely responses from clients regarding information needed to continue benefits;
4. Provide fewer breaks in service for clients because of untimely filing of review/recertification applications; and,
5. Enhance client contact and augment existing communication.

DHHS requires a solution that is Contractor hosted and maintained. All hardware and software for the solution must be provided through the Contractor. The solution must offer two way texting. The solution must provide and maintain connections to all cellular carriers. State backend applications (NFOCUS, CHARTS, JOURNEY, and others identified) must be allowed to communicate to and from the solution via Application Programming Interface (API)/ web service and Secure File Transfer Protocol (SFTP). A web portal front end application must be available in the solution for specific DHHS staff to administer/manage the texting, allow input of texting, and manually upload or download texting information. A reporting tool must be available via the web portal for creating reports, adhoc queries, and metrics.



The following diagram is a representation of the DHHS vision of the texting solution.

## B. PROJECT ENVIRONMENT

The State is soliciting bids for a solution to meet the needs of the Nebraska DHHS. DHHS divisions that will initially use texting comprise of Children and Family Services (CFS), Public Health (PH), and Medicaid and Long Term Care (MLTC). In the future, other DHHS divisions and/or programs may utilize the texting solution.

1. The initial programs include the following and may include several sub-programs:
  - a. **CFS – Economic Assistance:** Economic Assistance programs include Supplemental Nutrition Assistance Program (SNAP), Employment First, Aid to Dependent Children, Refugee Resettlement, Energy Assistance, Child Care Subsidy, Aged, Blind, and Disabled as well as Social Services for Aged and Disabled.
  - b. **CFS – Protection and Safety:** Child Welfare and Adult Protective and Safety services include prevention activities and coordination, child and adult protective services, foster care and independent living, adoption, domestic violence, safety and treatment services, and educational initiatives.
  - c. **CFS – Child Support Enforcement (CSE):** Child Support Enforcement is a family-first program intended to ensure families' self-sufficiency. The program goals are to ensure that children have the financial and medical support of both their parents; to foster responsible behavior towards children; and to emphasize that children need both parents involved in their lives.
  - d. **PH - Women, Infants, and Children (WIC):** WIC provides healthy foods, nutrition, and breastfeeding education and support, and referrals to community services for eligible pregnant breastfeeding and postpartum women and infants and children up to age 5. Provides breastfeeding peer counseling services to pregnant and postpartum women.
  - e. **PH – Newborn Screening (NNSP) -** The Nebraska Newborn Screening Program includes bloodspot screening for inherited and congenital infant and childhood onset diseases.
  - f. **PH - Early Hearing Detection and Intervention Program (EHDI) -** Program for newborn hearing screening.
  - g. **PH – Metabolic Food Program –** Program provides reimbursement for purchase of foods for Nebraska residents who have been diagnosed with a metabolic disease and require pharmaceutically manufactured metabolic foods for dietary treatment or to prevent significant illness or disability related to the metabolic disease.
  - h. **Medicaid and Long Term Care:** The Division of Medicaid and Long-Term Care (MLTC) oversees the Nebraska Medicaid program, home and community services for the elderly and persons with disabilities, and the State Unit on Aging.
2. Initial usage for text messaging is planned for various client events/transactions including but not limited to: interview reminders, verification and review/recertification due reminders, renewals, notifications when correspondence is available on the client's account, daily appointment reminders, daily missed appointment notifications, monthly messages to pre-identified participants such as certification end dates and food benefits pick-up, ad hoc messaging, emergency alerts or closed clinic messages sent within sixty 60 minutes of generation of the ad hoc messages.

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum text quantity. Contractor must not impose minimum text quantity requirements. The estimated number of text messages per month for the first year is expected to be approximately 105,000 for Economic Assistance, 45,000 for Protection and Safety, 54,000 for Child Support, 25,000 for WIC, 4,000 for other Public Health programs, 50,000 for Medicaid. This accounts for an estimated DHHS monthly total of 283,000 texts for the month and 3,400,000 texts per year.

3. Initial State backend Applications include:
  - a. **N-FOCUS (Nebraska Family Online Client User System) –** a system that automates benefit/service delivery and case management for more than 30 Nebraska Department of Health and Human Services (DHHS) programs, including Child Welfare, Aid to Dependent Children, Supplemental Nutrition Assistance Program, and Medicaid

- b. **CHARTS (Children Have A Right To Support)** - a system used to maintain and enforce Nebraska Child Support
  - c. **JOURNEY** – a system used to manage and deliver benefits and services for the DHHS WIC program and thirteen local WIC agencies
  - d. **Other Backend Systems** – Information may be retrieved from other systems to handle the Newborn Screening, Early Hearing Detection, and Metabolic Food Program.
4. The solution must be compatible with the following interfaces:
- a. **API/Web Service Interface**  
Text messaging requests will be originated from the backend state applications and must be communicated to the texting solution via secure API/web service. Source information such as cell phone numbers and messages will be originated and stored in DHHS application data outside of the texting solution and sent to the texting solution. Status of the texting results and text responses must be communicated from the texting solution back to the State Applications via secure API/web service.
  - b. **SFTP Interface**  
Text messaging requests will be originated from either a backend state application or DHHS user and sent via Secure File Transfer Protocol (SFTP). The texting request information will be in a predefined format contained in a file type of XML (Extensible Markup Language), JSON (JavaScript Object Notation), and CSV (Comma-separated Value) and must be transferred via SFTP to the texting solution. Texting results and responses must be available to the State Application or user via the same method.
  - c. **Web Portal Interface**  
The texting solution must provide a secured web front end for designated staff to enter cell phone numbers, create text messages, and perform any administration or management of texting features. It must also allow manual upload of texting files and download of the texting results and responses via the web interface.
  - d. **Data and Statistics**  
The texting solution must provide access to data and statistical information for reporting via a secured web front end. The solution must allow exporting and transferring of the data and statistical information in XML and CSV file formats via SFTP.

**C. SCOPE OF WORK**

- 1. Contractor for this solution must have a minimum of two years' experience hosting, servicing and supporting a Texting Solution.
- 2. The general system requirements for the solution, which bidders must address, are described in Attachment 1 - Functional Business/Technical Requirements Traceability Matrix for the proposed solution.
- 3. The Contractor must conduct business analysis, establish a detailed project schedule, provide a test environment and a production environment, complete system setup and configuration, provide testing, provide training, and implement the solution.

**D. FUNCTIONAL BUSINESS/TECHNICAL REQUIREMENTS**

**1. REQUIREMENTS**

The proposed solution must meet or exceed all requirements as outlined in Attachment 1. Bidders must provide detailed information on how the proposed solution addresses the requirements.

The solution must comply with State and Federal requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and all associated regulations. In addition, if the clients are covered by Medicaid the Medicaid-specific, above-and-beyond-HIPAA privacy protections found at 42 CFR Part 431, Subpart F will apply as well. DHHS is a covered entity under HIPAA and the selected Contractor will be a Business Associate. See Business Associate Agreement (BAA) Provision, Attachment Two. Significant changes that are required in order to comply with new regulations will be addressed through the change control process and change order identified in this RFP. If clients are WIC participants, the solution must comply with WIC regulations which are specified in 7 CFR 246.26 (d) (1). Any known applicable requirements that are published and publicly available at the time of proposal submission, including requirements with a future effective date (albeit within the contract term) will be

considered included in the contract scope and the State will not agree to any additional charges to comply with these requirements.

**2. HARDWARE AND SOFTWARE REQUIREMENTS**

This RFP requires a Texting Solution where all hardware and software are hosted and maintained through the Contractor. The Contractor will, during the entire contract, maintain any and all third-party software products necessary at their most current version, or no more than two (2) versions back from the most current version, at no additional cost to the State. All security patches for the software must be applied and kept up to date.

**E. PROJECT PLANNING AND MANAGEMENT**

Table 1.1 contains the list of requirements and due dates expected of the Contractor for the Planning and Analysis phase of the project. Details for these requirements follow in the text after the table.

**Table 1.1**

	<b>Phase</b>	<b>Requirements</b>	<b>Due Date</b>
1.1	<b>1.0 Project Planning</b>	Draft Project Work Plan	Submitted with Proposal
1.2		Detailed Project Work Plan	Due 2 weeks after Contract Start Date
1.3		Project Management Plan: 1. Testing Methodologies	Due 2 weeks after Contract Start Date
1.4		Project Management Plan 1. Risk Management and Resolution Plan 2. Issue Management and Resolution Plan 3. Change Control Plan	Due 2 weeks after Contract Start Date
1.5		Project Management Plan Status Reporting Plan Project Status Meeting Protocol	Due 2 weeks after Contract Start Date
2.1	<b>2.0 Requirements Analysis</b>	Requirements Validation Document (RVD)	Due dates to be determined in the Detailed Project Work Plan
2.2		Fit/Gap Analysis	Due dates to be determined in the Detailed Project Work Plan

**1. PROJECT PLANNING (1.0)**

The State requires that each bidder has established project management processes and has integrated these into its organizational culture and projects of similar scope and size. Proven methodologies and standards, used to control all project activities, are crucial to the success of this project. The State is not dictating a specific methodology or approach; it prefers that the bidder use an approach that has proved successful in the past. However, DHHS reserves the right to mandate the approach be revised if it does not result in the completion of timely and quality project deliverables, or it affects the project's success.

**a. DRAFT PROJECT WORK PLAN (submitted with proposal) (1.1)**

Integral to the success of the project is a solid project plan and the management of that plan. The bidder must prepare a Draft Project Work Plan to be submitted with bidder's Proposal. The bidder must develop a viable Draft Project Work Plan that meets contractual requirements and timelines with the timing necessary for successful implementation activities.

**b. DETAILED PROJECT WORK PLAN (1.2)**

Project kickoff meetings will be held between the Contractor and DHHS to discuss timing and staffing issues that will impact the timeline. The result of the kickoff meetings will be a Detailed Project Work Plan to be mutually agreed to by the Contractor and DHHS. This will be developed within two weeks from the contract start date and must include a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and Detailed Project Work Plan deliverables. Resources from the Contractor and DHHS must be included for all tasks, subtasks, and activities that exist as line items within the Detailed Project Work Plan.

The Contractor's Detailed Project Work Plan will also maintain the following date-sensitive information:

- i. Originally scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables);
- ii. Anticipated Start and End dates for tasks, subtasks, and activities, if schedule fluctuation has occurred;
- iii. Task Durations;
- iv. Actual Start and End dates for all current and completed tasks, subtasks, and activities;
- v. Descriptions of the projects tasks.

The Contractor must work with the DHHS Project Leader to maintain an integrated Detailed Project Work Plan for all project related activities throughout the life of the contract and identify issues that affect deadlines. The Contractor must update the Detailed Project Work Plan and submit an updated Detailed Project Work Plan to DHHS for approval as needed.

c. **PROJECT MANAGEMENT PLAN (1.3 and 1.4)**

The Project Management Plan defines how the project is executed, monitored, and controlled. It will include the Contractor's plan for the project and must be developed within two weeks and include the following items:

i. **Testing Methodologies (1.3)**

The Contractor presents methods for developing and maintaining test scenarios, test sets, and test cases. Testing Methodologies must also address the Contractor's approach to documenting test procedures and test results.

ii. **Risk Management and Resolution Plan (1.4)**

The Plan presents a description of the Contractor's standard process for identifying, managing, and reporting preliminary and ongoing risks by the Contractor and/or DHHS staff. The description should include a proposed mitigation strategies, resolutions and/or contingency plans.

iii. **Issue Management and Resolution Plan (1.4)**

The plan presents a description of the Contractor's standard process for resolution of problems identified and reported by the Contractor and/or DHHS staff. This description must include the Contractor's plan for ensuring that issues, requests, and decisions are recognized, agreed upon, assigned to an owner who will work towards resolving the issue, incorporated to an issue log, monitored, documented, and managed.

iv. **Change Control Plan (1.4)**

a) **Change Control Process**

The Contractor must work with DHHS to establish a change control process. Change control is the formal process for identifying changes that arise in the natural flow of the project and determining the disposition of the requested change or correction. The Change Control Process will span the entire project life cycle and incorporate a formal change request process, including formal DHHS review and approval. After going through the process in Section V.E.1.c. iv.a. and b., all changes must go through the Change Order process in Section II-E.

Each Change Control Request will:

- 1). Provide a clear description of what is included from each change request.
- 2). Delineate impacts to the project's schedule.
- 3). Require successful completion of testing before the implementation stages.
- 4). Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).
- 5). Support the Change Control Process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into the Project tracking tools, participating in the decision-making process, and implementing the agreed-upon solution.

b) **Change Control Tracking System**

The Contractor must provide a change control tracking system that provides the following minimum requirements:

- 1). The means to control and monitor change requests;

- 2). A process for reporting the status of all change requests;
- 3). The ability for DHHS to set and change priorities on individual change requests;
- 4). A method for DHHS to determine the estimated and actual hours allocated to each change request and the personnel assigned to each request; and,
- 5). A method to schedule a completion date provided by DHHS for each change request.

v. **Status Reporting Plan (1.5)**

This is the protocol for submittal of Status Reports, including the format and media for submittal and the procedure for submittal. The Contractor's Project Manager must provide weekly Project Status Reports, which must include:

- a) Work plan activities performed during the reporting period, reviewing the completed activities and comparing the results to plan;
- b) Deliverables completed during the reporting period, identifying milestones reached and comparing the results to the plan;
- c) Work plan activities planned for the next reporting period;
- d) Deliverables expected to be completed in the next reporting period;
- e) Project risks and recommendations to mitigate such risks;
- f) New issues and status of previous problems/issues; what is being done to achieve resolution of problems/issues;
- g) Summary of project's progress according to the schedule; and,
- h) Project notes and comments.

vi. **Project Status Meetings Protocol (1.5)**

This is the protocol for project Status Meetings. Status Meetings will be scheduled by the Contractor every week. The Contractor's project management team, DHHS's Project Lead, and other key staff will attend the Status Meetings. Meetings will follow a standard pre-set agenda jointly prepared by the Contractor and the DHHS Project Lead. The meeting agenda will be distributed by the Contractor twenty-four (24) hours before the scheduled meeting. The agenda should be flexible to allow discussion of other issues or concerns. The Contractor must create written meeting records, in an agreed format, for the DHHS Project Lead. All meeting records and related documents will be supplied to DHHS.

**2. REQUIREMENTS ANALYSIS (2.0)**

- a. **Requirements Validation Document (RVD) (2.1)**  
Attachment 1 contains DHHS' Business and Technical requirements for the proposed solution. The bidder must submit a Requirements Validation Document.
- b. **Fit/Gap Analysis (2.2)**  
The fit/gap analysis will document the disposition of each requirement and the resolution of identified gaps (e.g., customization, workaround, eliminate requirement). Traceability and mapping are key components throughout this process.

**F. DESIGN, DEVELOPMENT, AND IMPLEMENTATION (DDI) PHASE REQUIREMENTS**

**Table 2.2**

	<b>Phase</b>	<b>Requirements</b>	<b>Anticipated Timeframe</b>
3.1	3.0 Design	Detailed System Design Document (DSDD)	Due dates to be determined in the Detailed Work Plan
3.2		Testing Plan	Due dates to be determined in the Detailed Work Plan
4.1	4.0 Development, Interfaces, Integration	Development/Customization (as needed)	Due dates to be determined in the Detailed Work Plan
4.2		Interface Development and Testing (as needed)	Due dates to be determined in the Detailed Work Plan
5.1	5.0 Testing	User Acceptance Plan and Testing	Due dates to be determined in the Detailed Work Plan
5.2		User Acceptance Testing Results	Due dates to be determined in the Detailed Work Plan
6.1	6.0 Training	Training Plan	Due dates to be determined in the Detailed Work Plan
6.2		Training Session(s)	Due dates to be determined in the Detailed Work Plan
7.1	7.0 Implementation	Implementation Plan	Due dates to be determined in the Detailed Work Plan
7.2		Final Readiness Assessment	Due dates to be determined in the Detailed Work Plan
7.3		Documentation	Due dates to be determined in the Detailed Work Plan
7.4		Problem Resolution Plan	Due dates to be determined in the Detailed Work Plan
7.5		System Go-Live	Due dates to be determined in the Detailed Work Plan

**1. DESIGN (3.0)**

- a. Detail System Design Document (DSDD) (3.1)**  
The Contractor will conduct any design sessions, Joint Application Development (JAD) sessions, business rules sessions, and workflow sessions to develop the Detailed System Design requirements. Prior to each session, the Contractor must develop/update proposed preliminary design, to the extent that it is possible, and present it at the design session. The DSDD must be updated to reflect changes identified throughout the design phase.
- b. Testing Plan (3.2)**  
The Contractor must also define and document test requirements and a schedule for testing. Testing requirements must include any compliance testing.

**2. DEVELOPMENT, INTERFACES, AND INTEGRATION (4.0)**

- a. Development/Customization (4.1) (as needed)**  
The Contractor must complete any customization development needed and provide a report of the customization completed including assurance of unit testing.

- b. **Interface Development and Testing (4.2)**  
The Contractor must be responsible for development of any interfaces needed in the texting solution to meet the requirements. This includes interface design, development, validation, testing, and documentation. DHHS will coordinate any required interactions with other parties to develop interfaces needed from backend applications. The Contractor must assist DHHS as needed by providing consulting support and assistance with interface testing at no additional cost to the State.

- i. **The Contractor must:**
  - a) Develop a schedule of interface development efforts integrated with the Detailed Project Work Plan;
  - b) Ensure a stable and accessible interface testing environment is available by an agreed upon date;
  - c) Complete any development needed; and,
  - d) Complete successful testing.
- ii. **Interface functionality must include:**
  - a) An API/Web Service for texting requests and responses for DHHS backend Systems (N-FOCUS and CHARTS);
  - b) An SFTP, Email, and Web Upload/Download of a XML, JSON, and CSV files for texting requests and responses;
  - c) User web portal interface for approved users to initiate texts; and,
  - d) User web access to texting reporting tool and a predefined extract XML, JSON, and CSV file containing reporting/adhoc information received via SFTP, Email, Web Download, API, and Web Service.

**3. TESTING (5.0)**

- a. **User Acceptance Plan and Testing (5.1)**  
The Contractor shall be responsible for working with DHHS to unit test, system test, and integration test for all texting requirements throughout the development and management life cycles. All testing is expected to be completed prior to implementation.

The Contractor shall be responsible for working with DHHS in structuring testing environments that mirror the production environment.

The Contractor shall be responsible for the initial development of User Acceptance Testing test scenarios, building detailed testing scripts, determining expected results, establishing testing procedures and protocols, etc. Acceptance testing will include testing by users of all system functions, including but not limited to, proper functioning of software, hardware and network components, as well as both data content, output, and connectivity components.

- b. **User Acceptance Testing Results (5.2)**  
The Contractor shall be responsible for the management of the testing effort and communicating this ongoing information with the State testing team(s). The Contractor must provide DHHS with all test results, to include the tracking and correction of deficiencies.

**4. TRAINING (6.0)**

- a. **TRAINING PLAN (6.1)**  
The Contractor must detail all activities for training using the texting solution including web portal, reporting, and interfacing. It will provide a description of the training strategy including methods, materials, and timing.

- b. **TRAINING SESSIONS (6.2)**  
The Contractor must conduct onsite training for approximately twenty (20) staff at a central DHHS location in Lincoln, Nebraska. Training materials for the session(s) shall be provided to DHHS a minimum of three (3) weeks before the onsite training session(s). The Contractor must provide electronic copies of training materials.

The Contractor must provide, at no additional cost to the State, supplemental training if the State determines that significant system updates occurred. This supplemental training may occur onsite or via video conference, web portal, manual, or other mutually agreeable delivery method.

## 5. IMPLEMENTATION (7.0)

### a. IMPLEMENTATION PLAN (7.1)

The Contractor must develop a System Implementation Plan that includes:

1. Activities needed immediately prior to implementation with dates needed by;
2. Staffing Requirements;
3. Communication Activities;
4. Checklists of work to be performed and/or outputs to be produced on the first day and at the end of the first week, month, etc; and,
5. Rollback plan to include in detail what will be done if the implementation does not succeed.

### b. FINAL READINESS ASSESSMENT (7.2)

The Contractor must create the Final Readiness Assessment to assist in the determination of final implementation readiness. Written approval of this Assessment constitutes DHHS' decision to move forward with implementation. At a minimum, the Assessment must address the following:

1. An Assessment Summary that includes the analysis completed, risks, and mitigation associated with implementation, and a recommendation for proceeding;
2. An assurance that Disaster Recovery, where applicable is documented and ready;
3. Documentation of user acceptance testing approved by DHHS;
4. Assurance that all locations, system users, and security profiles have been identified and setup; and,
5. Documentation that Contractor Help Desk is ready and staffed for deployment.

### c. DOCUMENTATION (7.3)

The Contractor must develop and maintain the following documentation:

1. **On-line Help (7.3)** for all web portal features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics.
2. **On-line User Manual (7.3)** with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen.
3. **On-line Reporting Manual (7.3)** with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles.
4. **On-line Installation and Technical System Operation Manual (7.3)** with a printable version available. The documentation should include operating procedures to assist technical staff in operation and maintenance of the Texting solution. These procedures help define and provide understanding of system operations and performance.

### d. PROBLEM RESOLUTION PLAN (7.4)

The Contractor must establish procedures for receiving, recording, and tracking problem reports and providing resolution/feedback to DHHS. Whenever problems are encountered, the problems must be recorded and entered into the problem resolution process. The Contractor must implement this plan prior to completion of the system implementation.

### e. SYSTEM GO-LIVE (7.5)

System go-live is the date on which the solution has been fully implemented (meets all established functional and technical requirements). This is the date on which the twelve (12) month post implementation support period begins. The System Go-live date is dependent on DHHS' acceptance of date.

## 6. OPERATIONS & MAINTENANCE PHASE (8.0)

The following table contains the list of requirements and due dates expected of the Contractor for the Operations and Maintenance phase following the implementation of the solution. Details for these requirements follow in the narrative after the table.

**Table 3.3**

	Phase	Requirements	Due Date
8.1	8.0 Operations and Maintenance	Operating and Maintenance Activities	Due dates to be determined in the Detailed Work Plan

- a. **Operations & Maintenance (O&M) activities (8.1)** include, but are not limited to, the following:
1. Perform system maintenance, including testing, documentation, etc.;
  2. Continue procedures for receiving, recording, and tracking problem reports and modification requests from DHHS and providing resolution/feedback to DHHS;
  3. Resolve System defects at no additional costs to DHHS;
  4. Conduct necessary software updates;
  5. Conduct maintenance of interfaces;
  6. Provide help desk support with predefined technical support prioritization levels;
  7. Provide security management;
  8. Support policy and process changes;
  9. Keep portal up to date; and,
  10. Keep all written material, including all user documentation and system documentation up to date as changes occur.

**G. DELIVERABLES (REQUIRED)**

The awarded Contractor for the texting solution must deliver the following documents and activities that meet with DHHS approval:

**Table 4.4**

Requirements	Due Date
Project Planning	Due 2 weeks after Contract Start Date
Requirements Analysis	Due dates to be determined in the Project Schedule
Design	Due dates to be determined in the Project Schedule
Development, Interfaces, Integration	Due dates to be determined in the Project Schedule
Testing	Due dates to be determined in the Project Schedule
Training	Due dates to be determined in the Project Schedule
Implementation	Due dates to be determined in the Project Schedule
Operations and Maintenance	Due dates to be determined in the Project Schedule

1. Project Planning
  - a. Contact information for the Contractor's project manager and staff assigned to the contract;
  - b. Detailed Project Work Plan;
  - c. Testing Methodologies;
  - d. Risk Management, Issue Management, and Change control procedures; and,
  - e. Status Reporting Plan and Protocol.
2. Requirements Analysis
  - a. Requirements Validation Documents; and,
  - b. Fit/Gap Analysis.
3. Design
  - a. Detailed System Design Documentation; and,
  - b. Testing Plan.
4. Development, Interfaces, and Integration
  - a. Development/Customization; ; and,
  - b. Interface Development and Testing.
5. Testing
  - a. User Acceptance Plan and Testing; and,
  - b. User Acceptance Testing Results.
6. Training
  - a. Training Plan; and,
  - b. Training Sessions.
7. Implementation
  - a. Implementation Plan ;
  - b. Final Readiness Assessment;
  - c. Documentation;
  - d. Problem Resolution Plan; and,
  - e. System Go-Live.
8. Operations and Maintenance

## VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

### A. PROPOSAL SUBMISSION

#### 1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through IV must be completed and returned with the proposal response.

#### 2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

##### a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

##### b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

##### c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change

and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

**d. OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

**e. RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

**g. CONTRACT PERFORMANCE**

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:

- i. The time period of the project;
- ii. The scheduled and actual completion dates;
- iii. The Contractor's responsibilities;
- iv. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and,
- v. Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well

as the actual (or currently planned) completion date and actual (or currently planned) budget.

Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.

If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

The bidder will assign a project manager and shall provide sufficient staffing from project kickoff through the end of the contract, including all optional renewal periods. The project manager will be responsible for the management, oversight, and coordination of project including timely resolutions to project issues. The project manager will participate in weekly meetings with DHHS and prepare status reports

j. **SUBCONTRACTORS**

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

3. **TECHNICAL APPROACH**

The technical approach section of the Technical Proposal should consist of the following subsections:

a. **UNDERSTANDING OF THE PROJECT REQUIREMENTS**

Provide a narrative that illustrates the bidder's understanding of the State's requirements and project schedule. Include a summary description of how the proposed solution will address the purpose and requirements and include a the project planning approach.

b. **FUNCTIONAL BUSINESS AND TECHNICAL REQUIREMENTS TRACEABILITY MATRIX**

Bidders must complete Attachment 1 for the proposed solution and include it with their bid. Detailed responses to the technical and functional requirements of the proposed solution must be provided in the response matrices.

c. **DRAFT PROJECT WORK PLAN**

Provide a draft work plan identifying tasks, resources/staffing needed, deliverables, dependencies, timelines, and milestones.

## **VII. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

**THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.**

### **A. COST PROPOSAL**

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

### **B. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 6111 Z1**

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Good Egg Media LLC DBA AGENT511
Bidder Address:	425 Huehl Road #11B Northbrook, IL 60062
Contact Person & Title:	Jay Malin, Managing Director
E-mail Address:	<a href="mailto:jmalin@agent511.com">jmalin@agent511.com</a>
Telephone Number (Office):	877-511-9511x1000
Telephone Number (Cellular):	312-498-5501
Fax Number:	847-498-1551

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Good Egg Media LLC DBA AGENT511
Bidder Address:	425 Huehl Road #11B Northbrook, IL 60062
Contact Person & Title:	Jay Malin, Managing Director
E-mail Address:	<a href="mailto:jmalin@agent511.com">jmalin@agent511.com</a>
Telephone Number (Office):	877-511-9511x1000
Telephone Number (Cellular):	312-498-5501
Fax Number:	847-498-1551

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	<b>Good Egg Media LLC DBA AGENT511</b>
COMPLETE ADDRESS:	<b>425 Huehl Road #11B, Northbrook, IL 60062</b>
TELEPHONE NUMBER:	<b>312-498-5501</b>
FAX NUMBER:	<b>847-487-1551</b>
DATE:	<b>July 17, 2019</b>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<b>Jay Malin, Managing Director</b>

**Appendix #1: exceptions to terms & conditions**

<b>Section</b>	<b>Subject</b>	<b>Requested Change/Consideration</b>
II.I	Breach	<p>We request to add to the first line, "Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. " the following phrase: "except to the extent that the State changes the scope or a requirement is not clearly defined."</p> <p>We further request that damages covering the cost of the breach be limited, "The State may recover from the Contractor as damages the difference between the costs of covering the breach" by adding, "where the maximum costs are limited by the value of the contract with Contractor."</p>
II.J	Non-waiver	<p>We request to add to, "The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed." the following phrase: "except to the extent it is agreed to in writing by both parties."</p>
II.L	Indemnification	<p>We request to add to end of the paragraph, "resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims." the following phrase: "including, but not limited to, the completion of software acceptance test procedures (ATP) on the product prior to production launch."</p>
II.T	Early termination	<p>We kindly ask the State to consider a longer period, or include "The State's willingness to pay any non-refundable 3rd party costs advanced by the Contractor for which the term exceeds the termination period and is no longer than 90 days."</p>
II.U	Closeout	<p>We kindly ask that the State add the phrase, "that upon closeout for any reason other than breach, the State pay Contractor for balance due for any mutually agreed upon work products."</p>



## Short Messaging Service (SMS) Texting Solution Technical Proposal

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State of Nebraska RFP 6111 Z1

Jay Malin  
Managing Director  
Good Egg Media LLC d/b/a AGENT511

425 Huehl Road #11B  
Northbrook, IL 60062

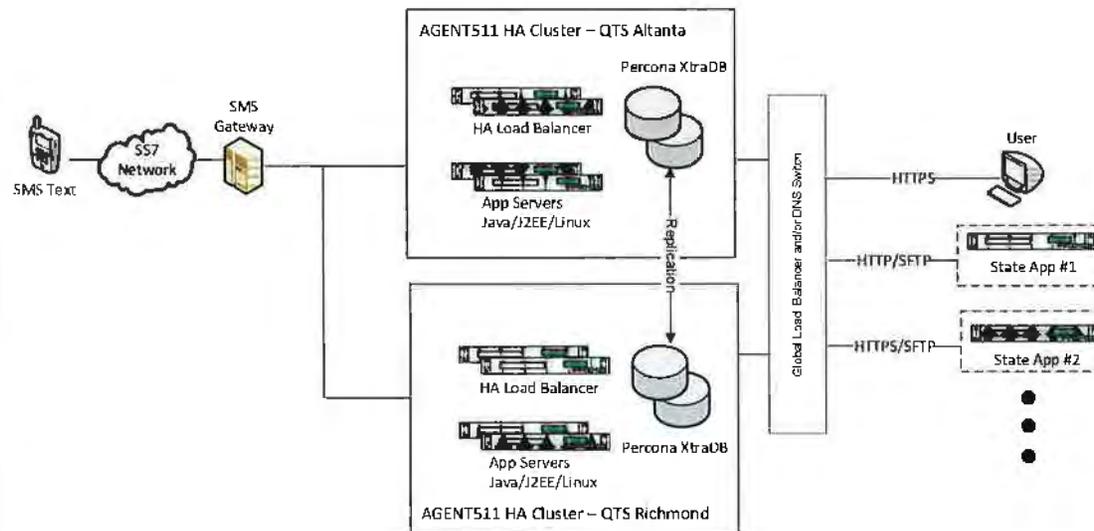
Telephone: (312) 498-5501  
Email: [jmalin@agent511.com](mailto:jmalin@agent511.com)

## General System Requirements

This section represents the overall business requirements that apply to the software. Describe in the response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-1	Describe overall functionality of the bidder's Short Messaging Service (SMS) Texting solution. Provide a description and diagram of the solution including the architecture, hardware, and software, including location of the solution (cloud solution, vendor site, host site, etc).	√	√		

Response: AGENT511's REACH platform provides agencies with a comprehensive texting solution with complete ability to manage use of SMS for customer outreach and two-way interactive communication. The application is Java/J2EE-based and is deployed in a cluster in two geographically diverse datacenters. Each application is load balanced across at least two Percona MySQL XtraDB replicated database servers (within milliseconds). All infrastructure is deployed on CentOS Linux and is virtualized using KVM by our hosting partner, eApps. Each application server is connected by SMPP connection to our geographically diverse hosting partner (shown as "SMS Gateway"), Sinch Communications. The application includes several core API's upon which we customize user interfaces and other interfaces such as batch file parsers. The figure below shows the architecture.



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-2	<p>Describe the bidder's connectivity and relationship to Wireless Service Providers (Carriers). Include how the proposed solution handles message content, delivery scheduling, and message routing services via multiple cellular network carriers/vendors. Include a list of your current Carriers and any known gaps in coverage in the State of Nebraska.</p>	√	√		
	<p><b>Response:</b> The AGENT511 software platforms connect to the wireless carriers through Tier 1 aggregator Sinch Communications, formerly mBlox, one of the leading SMS aggregators worldwide. AGENT511 has partnered with Sinch for the past 11 years and connects through an SMPP standard interface to multiple Sinch datacenters. Wireless carrier coverage, including MVNO's and regional carriers, exceeds 99%+ and we are not aware of gaps in the State of Nebraska.</p> <p>AGENT511 leverages a Sinch interface called OID to identify the carrier and as part of the API opt-in process described elsewhere, AGENT511 will respond and identify the carrier and whether it's supported. AGENT511 maintains carrier identification information in its opt-in preference database and monitors carrier portability lists to determine if numbers are terminated, transferred, and/or recycled.</p> <p>To the extent supported by the wireless carrier, AGENT511 receives delivery receipt from the handset and records the data in a messaging database. This data may be synchronized via API with DHHS' information systems or delivered in a report in a designated format with phone numbers, message identification, date/time, and delivery status. This is currently done for numerous customers where delivery status and messaging compliance is critical.</p>				
GEN-3	<p>The bidder's solution must have the ability to interface with DHHS backend applications (NFOCUS, CHARTS, JOURNEY, and other identified systems) via API/ web service. DHHS will be managing the phone numbers and text messages within the DHHS applications and providing data to the texting solution. In return the texting solution must provide data (results and responses) back to the DHHS applications via the same method. Describe how your solution meets this requirement.</p>	√	√		
	<p><b>Response:</b> AGENT511 has the ability to interface with backend applictaions and is able to provide expert professional services to facilitate interface customization, as needed, to meet DHHS' requirements. AGENT511's REACH platform offers a ReSTful API for adding/updating/deleting opt-in and messaging as well as a file-based S/FTP interface for bulk message sending and/or updates. API calls or files may be provided in several formats and the parser may be customized to meet DHHS' needs. Further, REACH synchronizes delivery receipts and opt-outs through both ReST interfaces as well as bulk CSV delivered via/STP. We are willing to share any published API documents upon request by the State.</p> <p>DHHS may submit files or API requests anytime. ReST API's are transactional and receive immediate attention and error response. S/FTP file-based submissions will be parsed and processed. Responses will be sent back in batch files or via ReST API.</p>				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-4	The bidder's solution must provide an SFTP interface to allow text messaging requests from DHHS via a XML(Extensible Markup Language), JSON (JavaScript Object Notation), and CSV (Comma-separated Value) files. In return, the texting solution must provide a file with data (results and responses) back to DHHS via the same method. Describe how your solution meets this requirement.	√	√		
Response:	REACH is able to process XML, JSON, and CSV files that may be sent via S/FTP and email. The REACH standard Message Send API can be invoked by any authorized DHHS platform and will immediately send messages to destination phone numbers. The platform also has the ability to optionally apply rules and templates. For manual ad hoc messaging, authorized DHHS users may upload CSV files and send messages to recipients via the REACH web portal. Likewise, REACH will return result files to DHHS in the same format as was received.				
GEN-5	The bidder's solution must provide a secured, front-end Web Portal for the texting system. DHHS requires a front-end, web based system with an easy-to-use portal for authorized staff to create text messages, define receiving groups, define settings, and view or query information for reporting. The portal must also allow manual upload of texting files and download of the texting results and responses. Describe how the bidder meets the requirement. Please submit screenshots and descriptions of your solutions front end portal.	√	√		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
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Response: AGENT511's REACH platform offers a web portal user interface for admins and normal users capable of (a) creating groups and/or campaigns; (b) managing user contacts and/or TCPA blocking; (c) ad hoc and scheduled report creation; (d) one-off texting to end users via free text or templates; and (e) a reporting dashboard. Components are readily available but may require some customization to assemble DHHS user roles and compile applicable user experience.

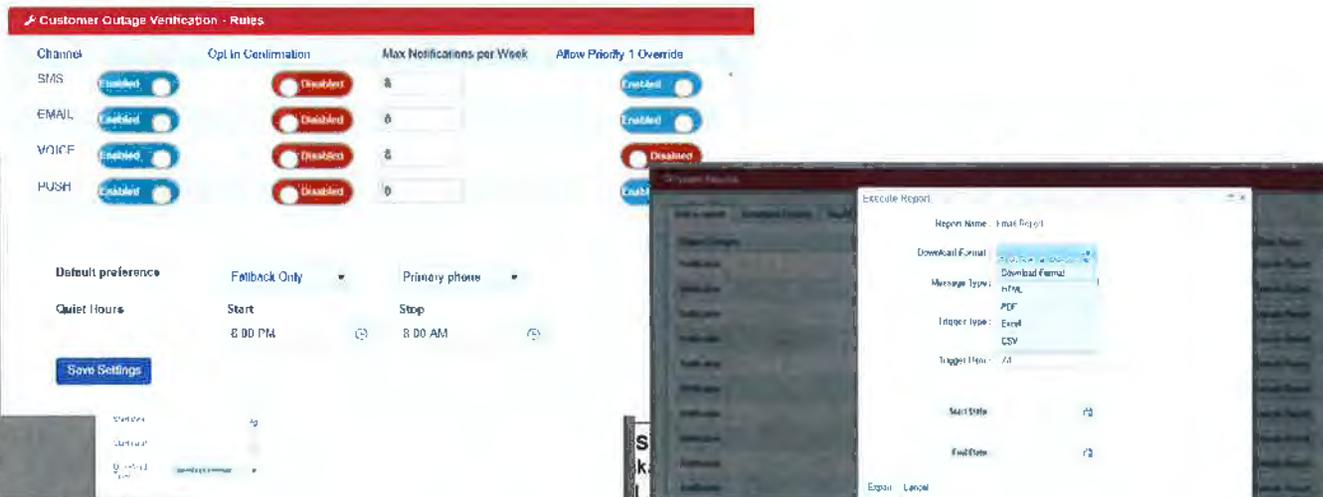
Figure 1: main menu of functions (campaigns/groups, templates, contacts, reports, and TCPA information)



Figure 2: contact details page including groups, numbers, and other designed end user details



Figure 3: program rules (SMS only) such as opt-in, priorities, and quiet hours



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-6	Describe how the bidder's proposed solution has the capability to notify DHHS staff if an interface is not available for any reason.	√	√		
Response: AGENT511 externally monitors the REACH application, its components, and modules in 1-5 minute intervals using 3 <sup>rd</sup> party providers such as WaveFront, Service Uptime, and Uptrends. If a failure is identified, email alerts are sent to various stakeholders including the client. Our team uses email and phone to notify clients of any downtime or failures. We also provide alerts upon receipt of client files and exceptions.					
GEN-7	Describe any Federal and/or State entities that are currently using the bidder's solution(s) and how the solution is used by the entity.	√	√		
Response: The platform is being used by: Greater Harris County (a Texas District of Government, including Houston) for text chat to 9-1-1 and subscription messaging; City of Chicago for two-way interactive self-service, opt-in ad hoc messaging, and ticket updates, including its ChiTOT WIC alerts; numerous 9-1-1 PSAP's for text to 9-1-1; and several major utilities that use triggered and ad hoc preference-based opt-in messaging to notify customers and receive service requests and informational queries.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-8	Describe how the bidder's solution complies with regulations – TCPA (Telephone Consumer Protection Act), FCC (Federal Communications Commission), FTC (Federal Trade Commission), MMA (Mobile Marketing Association), and CTIA (Cellular Telecommunications Industrial Association).	√	√		
<p>Response: CTIA and MMA developed the Best Practices guide which was recently updated by WMC as described here, <a href="https://www.wmcglobal.com/ctia-short-code-handbook">https://www.wmcglobal.com/ctia-short-code-handbook</a>. AGENT511 incorporates these standards into all of our solutions including: (a) opt-in/out message and process compliance; (b) standard keywords HELP and STOP; and (c) messaging compliance. These have been embedded into our solution and are identified at the time of provisioning and as campaigns are updated. The FTC Do Not Call rules can be enforced in our platform for campaigns which must comply, however, they are not likely applicable for consent-based informational messages. To enforce FTC DNC, our platform receives a daily file from the FTC and records DNC numbers according to opt-in preference. Lastly, to enforce TCPA, the platform can monitor opt-in numbers and process daily transfer, termination, portability, and recycle events (called BLDC). As an example, a number transfer within a carrier is recorded and updated. A termination event results in removal of the number and our platform monitors to identify an immediate reconnection event of the transferred number. A matrix of events can be provided to DHHS upon request.</p>					
GEN-9	Describe any system or user customization preferences available with the bidder's proposed solution.	√	√		
<p>Response: All AGENT511 platforms have been built from the ground up and virtually any customization is possible. Aside from numerous UI and backend configurations and portal white labeling, frequent customizations are made to modify standard API and file parsers to integrate with legacy 3<sup>rd</sup> party platforms. Two-way self-service interactive flows may be customized to deliver a seamless, engaging experience for end users (similar to an IVR) so that any automated information may be collected. Lastly, we are oftentimes asked to create custom reports that leverage our data mart, therefore we now provide an ETL off-line high performance database that can be leveraged by our client's BI tools.</p>					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-10	Describe the customer support availability and process for obtaining help from the bidder's proposed solution. For example, Help Desk, live chat, knowledge base, FAQs, video tutorials, etc. Include the hours that customer support is available.	√	√		
Response: For standard questions and support, we deliver live and recorded training, a User's Guide, and a job aid. Email and telephone support for questions is available 9 – 6 pm CT. Critical support is available via email and telephone 24x7.					
	Describe the software licensing model of the solution, including any required third party licensing. Include a description of setup, a general description of what is included with the "base" product, system components or "extras". Describe if short codes are included with the bidder's proposed solution. Describe how the Bidder maintains licensed software no more than two supported versions behind the latest release and updated with latest security patches.	√	√		
Response: The software is delivered as either a one-time license or SAS model plus professional services for provisioning and deployment. We will include a bucket of discounted professional services hours for anticipated customization based upon compliance for items identified in this RFP. There are no 3 <sup>rd</sup> party licenses to be purchased by DHHS. We work closely with our datacenter hosting provider to ensure the platform security patches are up-to-date and are performed no less than quarterly. We subscribe to release notifications of all third party software to stay informed of when new versions are available and considered stable for including into our products. Our bi-weekly release schedule then allows us to incorporate these latest versions and security patches into our products.					

## Texting System Requirements

This section represents the overall texting requirements that apply to the software. Describe in the Response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-1	The bidder's proposed solution must have the ability to support two-way communication both sending <u>and</u> receiving text messages. Describe how your solution meets this requirement.	√	√		
<p>Response: The platform offers a multitude of ways to initiate text messages including triggered and ad hoc campaigns via transactional and file based interfaces. Additionally, as shown in requirement GEN-5, we facilitate two-way chat between a DHHS authorized user (e.g. case work) and end user. Outbound (MT) messages may be delivered using free text or a template. Inbound messages are received into the portal as part of a single session maintained by the DHHS user and end user until terminated by the DHHS user or a configurable expiration policy. There is also the ability to create keyword based campaigns and build interactive flows. An example is shown here: <a href="https://www.chicago.gov/city/en/depts/311/supp_info/usingchitext.html">https://www.chicago.gov/city/en/depts/311/supp_info/usingchitext.html</a>. The platform offers optional capability to provide natural language processing/AI driven interactive messaging where an end user could acquire information, request an appointment, and request a DHHS service without using semantics. This optional upgrade would allow the user to chat with an authorized DHHS person if the automated process does not meet his/her needs.</p>					
TXT-2	The bidder's proposed solution must support both individual and broadcast messaging. Broadcast messaging is defined as the ability to send a message to thousands of clients. Describe how your solution meets this requirement.	√	√		
<p>Response: Individualized messages are created by triggered and automated processes that filter and apply flexible fields based upon the individual. As an example, an API call to our platform could send this message, "DHHS: &lt;name&gt;, you have an appt at &lt;address&gt; on &lt;date/time&gt;," to a specific 10-digit wireless number. The template and filters may be leveraged in the AGENT511 REACH platform, although it appears from the RFP that these will be applied by DHHS information systems. Individual messages may also be sent by DHHS users (e.g. case workers) via text chat (outbound portion only) using free text or a template. Broadcast messages are sent to many users via upload of a file to the portal and applying filters and defining groups. If the group is already created, it may not be necessary to upload the file and instead invoke ad hoc (broadcast) functionality using filtered groups. Broadcast messaging can also be invoked by API by indicating the group to be messaged and the message to be sent.</p>					
TXT-3	Describe how the bidder's proposed solution handles OPT IN and OPT OUT functionality.	√	√		
<p>Response: Opt-in functionality can be performed automatically and manually via a form provided by DHHS to end users or by a platform for which DHHS' personnel have acquired the end users consent. These numbers are opted-in to the REACH platform using an API. There is also an ability to opt-in customers using keywords and specified campaigns. This is routinely done for our utility clients using the keyword ADD OUT. Opt-in can be performed by authorized DHHS users who have acquired consent and wish to send one-time messages to end users. Opt-out is enforced the same way as opt-in and in accordance with the keyword STOP (and synonyms) as defined by the CTIA. Any text-based opt-in and opt-out requests are synchronized back to DHHS information systems with API's described above.</p>					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-4	Describe how the bidder's proposed solution handles incoming texts from the client when no response is expected. For example, if a text response is received from a client that was not solicited. What happens and where does the text message go?	√	√		

Response: Should a user send an unsolicited text, they will receive an automated bounce back text, configurable based on the organization's applied filters and keyword recognition rules. To allow DHHS to review unsolicited texts for potential actionability, these texts will be housed within the system and may be accessed by the appointed administrator in report form.

TXT-5	The bidder's proposed solution must provide a status on the delivery of the text messages to DHHS. The status must indicate whether the text was successfully delivered to the intended client phone number or unsuccessfully delivered. If any errors were encountered, the reason for the failure must be provided. Describe how your solution meets this requirement and how DHHS is notified of the status of text messages delivered.	√	√		
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Response: The system receives and stores handset delivery receipts into the relational database and associates with the message and reason. The system is able to synchronize delivery receipts via API with DHHS information systems or provide a real-time report to DHHS personal of failed message deliveries. DHHS can obtain a report detailing attempts made to a client phone number and whether or not it was successfully delivered.

TXT-6	If a text message fails to get delivered to the intended recipient, describe if the text is retried, and if so, how many times?	√	√		
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Response: If a text fails to be received by the intended recipient handset within 24 hours after retry by the carrier (each may have its own respective retry policy) an error code is returned. Some error codes are fatal; others may be temporary in nature. The platform does not currently retry failures returned by the carriers, however, there are a couple of options which could be optionally customized for DHHS: (a) perform an additional retry and look for a better status; or (b) failover to another phone number associated with the end user. The latter requires a slightly different way of looking at end users as a contact, perhaps using a case identifier instead (which could have multiple contact numbers).

TXT-7	The bidder's solution must have the ability to schedule text messages to be sent at specific timeframes. Describe how your solution meets this requirement.	√	√		
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Response: Upon receipt of a bulk file or an API call, DHHS would indicate the send time for messages and the data would be processed and scheduled to be sent at the requisite time frame. For ad hoc broadcasts from the portal, a scheduled time can also be selected.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-8	The bidder's solution must be able to deliver text messages to the entire client base (approximately 100,000 text messages) within one hour. Describe how the bidder's proposed solution meets this requirement.	√	√		
Response: Individual messages are sent immediately (<1 second) to the aggregator. Carrier delivery times are typically within 1-5 seconds. 100,000 messages will be readily sent in an hour or less, typically closer to 30 minutes. There are no hard limits to reaching messaging capability.					
TXT-9	Describe any messaging limitations including the maximum number of characters that can be used for texts sent with the bidder's proposed solution.	√	√		
Response: We recommend text messages are < 160 characters, however, we can break-up longer texts with a brief delay to ensure order. We can expand limitations as required by DHHS.					
TXT-10	Describe how the bidder's proposed solution handles multiple text messages going to the same recipient during the same timeframe. Is there any ability to prioritize messages or setup a predetermined order? Does the solution limit the number of text messages sent to a client in a specified timeframe?	√	√		
Response: Messages will go out in the order received by the system (FIFO). We can prioritize campaigns/groups or insert a brief delay (500 ms) to force messages in order.					
TXT-11	The bidder's proposed solution must allow for the use of short codes. Describe if the solution offers and works with both dedicated and shared short codes. Describe if the solution offers and works with both vanity and non-vanity short codes. Describe the estimated timeline for setting up new short codes. Describe how the bidder's proposed solution meets this requirement.	√	√		
Response: The solution works with both dedicated and shared short codes. We recommend a dedicated short code vs. shared short code both for carrier compliance and inbound routing. Short code campaigns are provisioned within 6-8 weeks or less. DHHS can acquire the short code and delegate messaging to AGENT511 and our aggregator Sinch. Short code provisioning is a straightforward process we have leveraged for 11+ years since provisioning our number 511511 with Sinch (formerly mBlox).					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-12	The bidder's proposed solution must allow DHHS to designate a specific short code within the API/web service and SFTP interfaces when sending texts. Describe how the bidder's proposed solution meets this requirement.	√	√		
Response: The solution can use long or short codes and allows DHHS to designate a specific short code. We also have a shared short code that can be leveraged for DHHS. (511511). We recommend starting with one dedicated non-vanity short code which can be set-up and provisioned typically within 6-8 weeks.					
TXT-13	Describe how the bidder's proposed solution supports the use of long codes.	√	√		
Response: In the past, long codes were only deployed for text chat and not volume messaging. The introduction of toll-free long codes and new rules pave the way for long codes to be used for volume messaging. In order to avoid spam, long codes are now being scrutinized by the carriers in the same way short codes have been. Long codes perform similarly to short codes except: (a) they can be provisioned within a day; (b) long codes are inexpensive; (c) there is less carrier scrutiny for long codes, however, this is changing; (d) the throughput on long codes is typically throttled by the carriers and providers; and (e) long codes, due to cost and short provisioning time, are a good alternative to keywords for inbound texting. We do not recommend long codes for high-volume outbound messaging.					
TXT-14	The bidder's proposed solution must be able to support keyword responses from a client. Can keywords be customized? Are certain keywords included with the base solution? Is there a maximum number of keywords that can be used? Can the use of keywords be tracked in the solution?	√	√		
Response: Keyword responses can be customized and interactive. HELP and STOP are configured at the time of short code service provisioning. There is no maximum number of keywords that can be used. Inbound keyword messaging can be viewed in reports, the dashboard, or the off-line data warehouse.					
TXT-15	The bidder's proposed solution must have the ability to send out an automated response or series of responses to a specific incoming text messages from a client. Describe how the bidder's proposed solution meets this requirement.	√	√		
Response: The inbound message parser looks for a match to a keyword and provides the appropriate automated response based on DHHS requirements. If the inbound keyword is part of a text chat session or interactive keyword, the system looks to see if there is an active session and applies branch logic to determine the appropriate response or action, such as submitting an API call to a DHHS information system.					
TXT-16	Describe how the bidder's proposed solution avoids having a large batch of distributed messages caught in carriers' spam filter.	√	√		
Response: There is nothing in the solution to filter client messages, and spam filtering is not widely employed by the carriers for short code messages. In an effort to reduce phishing schemes and fraud, the mobile phone industry has begun to block the use of common URL shorteners. We recommend that DHHS acquire consent and not use shortened URL's by several popular third parties. For example, "cannabis" (even if legal for medical purposes) cannot be included in any outbound campaigns. A list of common short URL's that may be blocked by wireless carriers and/or aggregators include: bit.ly, goo.gl, tiny.cc, is.gd, soo.gd, clicky.me, bl.ink, and bc.vc.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-17	Describe how the bidder's proposed solution allows an active URL link within the text that can direct clients to a website.	√	√		
Response: Active URL links may be sent within a text to provide additional information to a client. We recommend shortening URL's for messages. One-time expiring shortened URL's are very useful for secure forms. We are able to provide an acceptable URL shortener or can recommend others that will not get caught in spam.					
TXT-18	Describe the bidder's proposed solution's capability to send surveys to clients and create reports of voting results and number of responses.	√	√		
Response: We created CHISURVEY in multiple language that allows the City of Chicago to interactively query citizens on their experience. The same approach can be leveraged for DHHS. Results are stored and delivered in a report or via raw data in the warehouse. We are currently building a survey tool using a third-party web survey delivered via URL link in an outbound text. The URL can be encoded to include the wireless phone number for tracking purposes.					
TXT-19	The bidder's solution must support text messages sent and received in foreign languages. Describe how the bidder's solution supports this requirement and how it is setup for specific cell phone numbers. Describe the foreign languages supported.	√	√		
Response: The platform and carriers support UTF-8 characters. Language support is included in this table, <a href="http://www.unicode.org/charts/index.html">http://www.unicode.org/charts/index.html</a> . It is noted however that while the platform supports all languages, scripts and characters shown in the link, it is also required that cellular service providers support the same, and that may vary.					
TXT-20	Describe how the bidder's solution supports an unlimited number of contacts or contact groups within the web portal	√	√		
Response: There are no limits on contact groups in the platform.					
TXT-21	Describe how the bidder's solution supports standard text messages to be stored in the web portal and available for use when sending out messages.	√	√		
Response: The platform allows DHHS to create templates that can be invoked in API calls by specifying the template. Templates are multilingual and may be customized by authorized DHHS administrators at any time.					

TXT-22	<p>Describe all the information that is stored in the texting system database, and the length of time that the information is stored in the system database. Describe the bidder's ability to store message information (metadata) including but not limited to:</p> <ul style="list-style-type: none"> <li>• Sender Telephone Number;</li> <li>• Recipient Cellular Telephone Number;</li> <li>• Message data that was sent/received;</li> <li>• Date and time that the message was sent; and,</li> <li>• Whether the text message was successful or failed to be received.</li> </ul>	√	√		
<p><b>Response:</b> All of the aforementioned data is stored in our relational database as well as carrier reference numbers. This data is stored for at least one year unless otherwise defined by client; we readily store data for up to 5 years in the data warehouse. We also store opt-in data (same as messaging data policies), audit tables for templates (same as messaging data policies), and user login data (90 days unless otherwise specified by client). There are ancillary tables with API logs and trigger files.</p>					

## Reporting Requirements

This section represents the reporting requirements that apply to the software. Describe in the Response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RPT-1	The bidder's solution must provide access to data and statistical information for reporting via a secured web front end. The solution must allow exporting and transferring of the data and statistical information in XML and CSV file formats to DHHS via SFTP. Describe how your solution meets this requirement.	√	√		
<p>Response: Reporting data is available in multiple views: (a) standard reports that can be download in PDF, Excel, and HTML in XML and CSV formats. JSON can be readily added and scheduled for delivery via email or downloaded; (b) data dashboard for which data can be downloaded in XML and CSV formats; and (c) off-line ETL data warehouse which allows the client to create their own custom reports and export data anytime using standard API. The latter provides DHHS complete flexibility to apply any rules, perform any analytics, and derive conclusions. It is done without any impact to performance.</p>					
Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RPT-2	<p>Describe any online web based dashboards and metrics available in the bidder's proposed solution. Reporting should include overall totals as well as totals by short/long code. Reports should include the following, but not limited to:</p> <ul style="list-style-type: none"> <li>• Monthly inbound and outbound traffic reports;</li> <li>• Successful vs Failed Messages;</li> <li>• Uptime and downtime of services;</li> <li>• Error code messages; and,</li> <li>• Opt out rates.</li> </ul>	√	√		
<p>Response: Monthly inbound and outbound messaging traffic, successful and failed messages, and opt-out rates are all standard reports in the system as well as stored in the data warehouse and using simple SQL commands or BI tools can be constructed into informative client reports. The system doesn't maintain availability reports, however, we provide a number of standard health API's that are leveraged by 3<sup>rd</sup> party cloud tools such as Service Uptime and Uptrends. Health data includes response times, errors, and failures. These reports can be delivered to the client or client may access them directly on the monitoring tool.</p>					

RPT-3	<p>Describe how the bidder's solution has the ability to produce overall reports as well as reports by short/long code including, but not limited to:</p> <ul style="list-style-type: none"> <li>• DHHS clients that have "opted in" and "opted out" of receiving information via text message; and,</li> <li>• Keywords that are being used along with statistics on their use.</li> <li>• Number of text messages and broadcast messages sent by type of message (i.e. appointment reminders).</li> </ul>	√	√		
<p>Response: AGENT511 offers canned opt-in/out reports that are available on the dashboard and described in GEN-5, Figures 3A and B. A custom report can be created for keywords, or DHHS users can query the data warehouse and build a keyword messaging report by search responses in inbound text messages. There are no hard limits to reaching messaging capability.</p>					

## Database/Data Management System (DBMS) Requirements

DHHS requires the benefits inherent with a relational database management system (RDBMS). The accessibility, flexibility and maintainability achieved through normalized data structures are essential to achieving the business objectives outlined in this RFP.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DBM-1	Describe what DBMS is used for storage of data with the bidder's proposed solution. If the bidder's proposed solution requires any DHHS data to be stored off-site (including data "in the cloud") describe how and where the data is secured and stored within the continental United States.	√	√		
Response: AGENT511 software platforms leverage Percona XtraDB MySQL databases replicated for high-availability and geographic redundancy. Databases are deployed in both our Suwanee, GA and Richmond, VA sites along with daily back-ups.					
DBM-2	Describe how the bidder's proposed solution maintains an automated history of all transactions, including but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update. Describe how long the history is maintained.	√	√		
Response: All transactions are recorded with date/time stamp in local time zone, including audit tables for log-in/out, canned messages and user roles. All opt-in and outs, messaging data, and delivery receipts are stored in separate relational tables with date/time stamp of each transaction. A separate log is maintained for API transactions and files are archived with date/stamp.(ADD: how long is history maintained?) This data is stored for at least one year unless otherwise defined by client; we readily store data for up to 5 years in the data warehouse. We store opt-in data (same as messaging data policies), audit tables for templates (same as messaging data policies), and user login data (90 days unless otherwise specified by client).					
DBM-3	Describe the length of time that the text messaging data is maintained in the bidder's proposed solution.	√	√		
Response: Database records such as contacts and messages are stored minimum 1 year unless otherwise specified by the client. Supporting data such as audit tables and transaction logs are maintained for 90 days unless otherwise specified by the client.					

## General Technical Requirements

This section presents the overall technical requirements that apply to the software. Describe in the Response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-1	Describe how the proposed solution is scalable and flexible enough to accommodate any changes required by the State and/or federal statute, mandate, decision or policy. Describe the upgrade and maintenance process for the proposed solution.	√	√		
<p>Response: AGENT511 built the proposed platform from the ground up and we are able to customize any workflows, UI's, or API and/or messaging processing as required. Anticipated changes includes compliance messaging and consent workflows which are easily updated. Changes in policy are monitored by the company and updates will be made accordingly. Upgrades and maintenance include internal QA, staging in pre-production, regression testing, client notification (typically one-week), communications prior to upgrades, and are frequently zero downtime events. See TEC-2 for additional details.</p>					
TEC-2	Describe any redundancy built into the proposed solution to limit any downtime in the bidder's proposed solution.	√	√		
<p>Response: The system is deployed across two geographically diverse sites with Total Uptime global load balancing. Each site includes a cluster of at least two application servers and two load balanced databases. Upgrades are performed in such a way that one piece of equipment (e.g. application server) is taken out of the rotation at a time to maintain continuous operations. Maintenance is performed between midnight and 4 am CT during the week. See BKP-2 and GEN-1 for additional detail.</p>					
TEC-3	Describe what industry standard browsers are supported by the bidder's solution.		√	√	
<p>Response: The platform supports MSIE v11, Chrome, Firefox, and Safari.</p>					

## Error Handling Requirements

The management of the system requires that all occurrences of errors be logged for review and that critical errors be accompanied by appropriate alerts. Authorized users need to be able to query and review the error log and configure the alerts.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-1	Describe how the bidder's proposed solution provides edits at the point of data entry in the web portal to minimize data errors and provide immediate feedback in order for incorrect data to be corrected before further processing.	√	√		
Response: The web portal includes validation and the ability to create and test draft templates before launching to production. Several screens include prompts for edits or logouts when there may be active sessions needing attention.					
ERR-2	Describe how the bidder's proposed solution provides edits on text messages sending and receiving. The solution should provide a comprehensive set of error messages with unique message identifiers. Please provide a list of error messages.	√	√		
Response: There are comprehensive API documents detailing how to obtain these reports. The primary error message is typically "invalid carrier" which is identified when a message is being sent or for a bulk file in which the results are provided. Searching for the wrong number of messages may also result in an error. The system has been built to avoid user errors and maximize the likelihood of correct messaging deliveries.					
ERR-3	Describe how the bidder's proposed solution ensures all errors are written and categorized to an error log. Describe how the bidder's proposed solution allows for a user to view, filter, sort, and search the error log.	√	√		
Response: The solution logs and records all transactions, including error responses, to an error log. The team is currently deploying Wavefront which allows us to trap and report on any errors and exceptions which can be supported. Typically, these errors are reported to the engineering support team which reviews and provides for software improvements. Client is notified of errors via (a) API transaction and error reports; (b) delivery receipts and messaging data; and (c) other reports and tables which inform of successes and failures.					
ERR-4	Describe how the bidder's proposed solution provides for the generation of standard and customizable error reports.	√	√		
Response: All transactional interfaces include error responses and reporting. There is a database table with API exceptions and error reports that can be made available through the data warehouse. Delivery receipts are described in TXT-22.					

## Backup and System Recovery Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-1	Describe the bidder's proposed Backup and System Recovery plan and readiness. Describe the bidder's Service Level Agreement (SLA) on returning the solution to service from a backup. Describe the bidder's proposed backup retention schedules – daily, weekly, monthly, quarterly, etc. Bidder must submit a copy of their SLA with their response.	√	√		
<p>Response: The system is built with two load balanced, replicated active databases per site so there are four active databases serving the system at any time. The system databases are backed-up daily so the RTP &lt; 24 hours. A similar architecture is used for our 9-1-1 text solutions. If one site (e.g. Suwanee) were interoperable, our Richmond site is available to take over (and vice versa). In the event we needed to restore the back-up, the process takes approximately 6 hours, however, given the redundancy in up-to-the minute active databases this event is highly unlikely. Our SLA is described in Appendix 2 of the Company Overview.</p>					
BKP-2	Describe the bidder's proposed Disaster Recovery Plan. Describe the bidder's SLA on returning the solution back to operational service.	√	√		
<p>Response: Because the solution is deployed for high-availability and geographic redundancy, with Total Uptime global load balancing, the DR plan is to simply switch all operations to the available datacenter. Our Tier 1 team is deployed throughout the country and is 100% ready to remotely manage our system and operations. Our DR plan can be furnished at the time of award. In the worst-case scenario if all databases fail, we can restore the backed-up database and recovery immediately. Thereafter, when all databases are returned into the rotation, we would then merge new data sources, including the data warehouse, to recover all data.</p>					
BKP-3	Describe how backups of the bidder's proposed solution are able to be scheduled without user intervention and without interruption to the system.	√	√		
<p>Response: Daily back-ups are being performed automatically during off-hours by cloning the database. Using active Percona replication of all four active databases ensures readiness for any one of four databases.</p>					
BKP-4	Describe how the bidder's proposed solution provides testing and validation processes for all of the backup requirements listed previously (BKP-1, BKP-2, and BKP-3).	√	√		
<p>Response: AGENT511 uses the Percona active replication solution to ensure proper validation of all back-up requirements. We are able to: (a) demonstrate read/write to all databases in rotation at any time; (b) fail databases to show system resiliency; (c) ready any database at any time to verify consistency across all four; and (d) perform an active recovery on the back-up of a test server.</p>					
BKP-5	If there is a backup failure or downtime, describe the bidder's proposed method and timing of communication to DHHS.	√	√		
<p>Response: For any equipment failures or downtime, AGENT511 notifies clients immediately with both manual and automated alerts identifying the outage and at intervals of no more than 4 hours and typically 30-60 minutes, with updates and estimated restoration times. If there is an issue with a client's interface our team can open and/or join a bridge with the applicable client IT stakeholders.</p>					

## Security and Audit Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	Describe the bidder's proposed security safeguards integrated into their application and how these safeguards address DHHS security. Refer to DHHS Information Technology (IT) Access Control Standard (DHHS-IT- 2018-001B) for specific requirements: <a href="http://dhhs.ne.gov/ITSecurity">http://dhhs.ne.gov/ITSecurity</a>	√	√		
<p>Response: The AGENT511 system is hosted and maintained from QTS Suwanee and Richmond datacenters with physical security as described herein: <a href="https://www.qtsdatacenters.com/data-centers/atlanta-suwanee">https://www.qtsdatacenters.com/data-centers/atlanta-suwanee</a> and <a href="https://www.qtsdatacenters.com/data-centers/richmond">https://www.qtsdatacenters.com/data-centers/richmond</a>. Both datacenters are used by the military and federal government, are SSAE16 certified, and an audit report is available upon request. Prior to deployment, and at regular intervals, a penetration test is run and vulnerabilities are addressed. Sensitive data is encrypted XTI-256 at rest and data in motion is secured via SSL encrypted links. A machine-to-machine VPN is optionally available between AGENT511 sites and a client's information systems. Data is handled by authorized personnel on a need to know basis and access is secured between AGENT511 personnel and backend information systems.</p>					
SEC-2	Describe how the bidder's proposed solution meets the DHHS requirements for unique user ID access. Include: <ul style="list-style-type: none"> <li>• Specification on configuration of the unique user ID;</li> <li>• How the unique user ID is assigned and managed;</li> <li>• How the unique user ID is used to log system activity; and,</li> <li>• How the system handles the creation of duplicate user ID accounts.</li> </ul>	√	√		
<p>Response: The portal is available via SSO using SAML v1.2 which allows the client to control user roles and responsibilities. If this is not available, a portal screen is available to an authorized system administrator to create user accounts and define the role. The system will enforce user ID validation rules, including duplicates which are not permitted. A User last login and/or login attempt will be stored in the system.</p>					
SEC-3	Describe how the bidder's proposed solution meets the DHHS standard for administering passwords: <ul style="list-style-type: none"> <li>• Initial Password assignment;</li> <li>• Strong Password Requirements;</li> <li>• Password reset process;</li> <li>• Password expiration policy; and,</li> <li>• Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts.</li> </ul>	√	√		
<p>Response: There are multiple options for passwords. The initial password can be created by an administrator and provided directly to users or a password link can be sent to the user thereby allowing the user to update his/her password. Password validation policies are subject to client requirements such as length (minimum 8), character requirements (must include UC and number), # of attempts (set at 10), and expiration (maximum 90 days). If a user is locked out, the administrator can unlock the account.</p>					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-4	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.	√	√		
Response: Our host provider provides regular patches and updates to Linux and virtualization software with no impact to availability and/or performance. Updates are provided in a timely fashion. Antivirus is deployed on the server to mitigate software exceptions, however, SMS does not include attachments and messages are sent to/from users to the carrier.					
SEC-5	Describe how the bidder's proposed solution provides the ability to maintain a directory of all personnel who currently use or access the system.	√	√		
Response: The system offers SSO which allows DHHS to manage users and roles and responsibilities. Otherwise, an authorized DHHS administrator may create/edit/delete users. The list of users and roles is viewable in the portal. AGENT511 can also bulk upload the initial list of users at the time of launch.					
SEC-6	Describe how the bidder's proposed solution provides role-based security and allows restricted access to system features, function, screens, fields, database, etc. Role authentication may occur at the directory level, application level, or database level (depending on database solution). Describe the security administration functions integrated into the proposed system that manage role-based access to system functions, features, and data. Include a description of: <ul style="list-style-type: none"> <li>• How and where the proposed system stores security attributes or roles;</li> <li>• How roles are created and security is applied to the role based on how and where security attributes are stored (if multiple options describe each);</li> <li>• How groups are defined and how roles and security are applied to each group;</li> <li>• How access limits are applied to screens and data on screens by role or group;</li> <li>• How users are created and assigned to one or more roles or groups; and,</li> <li>• How role and group creation and assignment activity is logged.</li> </ul>	√	√		
Response: Client roles can be defined by SSO SAML based upon functional areas such as template creation, reports, end user opt-in/out, ad hoc broadcasts, one-of texting (text chat), and administrator. Each role will be defined with the client and may include an applicable list of functions available. Each function has specific security implications – as an example, only some users may view or edit opt-in/out or broadcast ad hoc messaging. Remote users, such as case workers, may have access to limited functionality.. Other users may always be on-site at a State facility and static network and IP whitelisting and/or VPN is appropriate. There is an audit table for user creation. AGENT511 team user roles are on a need to know basis with backend application access, including databases. We employ IP whitelist, RSA client, and banners for team user roles. User roles within AGENT511 are defined by area of responsibility such as support, development, and/or management.					

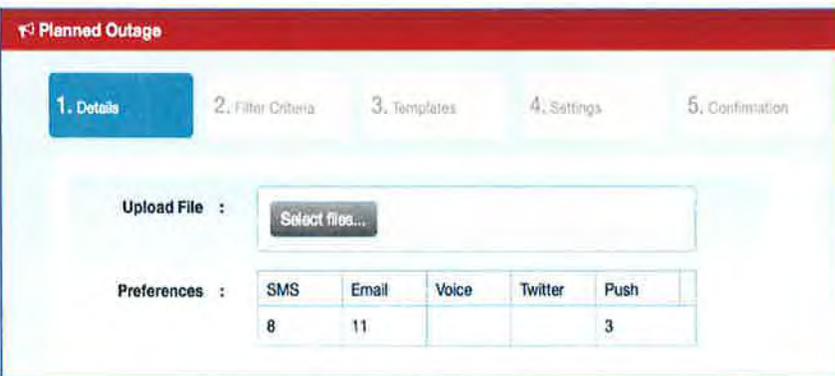
Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-7	Describe how the bidder's proposed solution provides the capability to monitor, identify, and report on events on the information system, detects attacks, and provides identification of unauthorized use and attempts of the system. Describe how the proposed solution alerts DHHS of potential violations.	√	√		
<p>Response: Login attempts can be monitored by a page in the administrative reports portal. There is currently no alert if the maximum number of attempts is achieved; however, as a customization, we can alert DHHS of login attempts exceeding a threshold and other events such as certain number of attempts from a particular IP address. Our datacenter host provider offers proprietary network intrusion devices that mitigates attacks and we will notify DHHS of any identified attacks. This approach has been effective and we have not lost data to date and have not suffered any significant downtime in mitigating an attack.</p>					
SEC-8	Describe how the bidder's proposed solution has defined and deployed strong controls (including access and query rights) to prevent any data misuse, such as fraud, marketing or other purposes.	√	√		
<p>Response: We do not share or provide access of client data to ANY third party. Access is described in SEC-1 and all of our databases can be accessed only through the application. No party has direct access to query or use data stored by AGENT511. Our company delivers services to the largest utilities and 9-1-1 centers who trust our security policies and internal personnel.</p>					

## System and User Documentation Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	Describe how the bidder's proposed solution provides <u>on-line Help</u> for all web portal features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. A sample copy of five (5) screen shots must be included with bidder's response.	√	√		

Response: The following screens show the ad hoc broadcast messaging wizard 1-2-3-4-5 on-screen help.

### Sample 1



Planned Outage

1. Details 2. Filter Criteria 3. Templates 4. Settings 5. Confirmation

Upload File :

Preferences :

SMS	Email	Voice	Twitter	Push
8	11			3

### Sample 2



Planned Outage

1. Details 2. Filter Criteria 3. Templates 4. Settings 5. Confirmation

Channels :

Languages :

Filter fields :

Apply Filters :

Preferences :

SMS	Email	Voice	Twitter	Push
0	3	0		0

Save Filter :

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	Describe how the bidder's proposed solution provides <u>on-line Help</u> for all web portal features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. A sample copy of five (5) screen shots must be included with bidder's response.	√	√		

Response continued:

Sample 3

**Planned Outage**

1. Details   2. Filter Criteria   **3. Templates**   4. Settings   5. Confirmation

Update template :

Channel	Language	Action	Status
SMS	English	Update	Empty
EMAIL	English	Update	Empty
PUSH	English	Update	Empty

Sample 4

**Planned Outage**

1. Details   2. Filter Criteria   3. Templates   **4. Settings**   5. Confirmation

Send Date : 2015-09-23 11:15

Message Priority : Medium

Expiry Date : 2015-09-23 12:15

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	Describe how the bidder's proposed solution provides <u>on-line Help</u> for all web portal features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. A sample copy of five (5) screen shots must be included with bidder's response.	√	√		
Response continued: Sample 5					
					
DOC-2	Describe how the bidder's proposed solution provides an <u>on-line User Manual</u> with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen. A sample copy of five (5) pages must be included with bidder's response.	√	√		
Response: See sample User's Guide attachment. Mock-ups of screens/windows with narratives are included throughout this proposal and will be included within customized training materials.					
DOC-3	Describe how the bidder's proposed solution will have an <u>on-line Reporting Manual</u> with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles. A sample copy of five (5) pages must be included with bidder's response.	√	√		
Response: See DOC-2. The platform is only available to administrators and case works therefore the materials are specific to those users. An integration document will be provided during requirements for data warehouse.					
DOC-4	Describe how the bidder's proposed solution will have an <u>On-line Technical System Operation Manual</u> with a printable version available. The documentation should include operating procedures to assist technical staff in operation and working with the Texting solution. A sample copy of five (5) pages must be included with bidder's response.	√	√		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	Describe how the bidder's proposed solution provides <u>on-line Help</u> for all web portal features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. A sample copy of five (5) screen shots must be included with bidder's response.	√	√		
Response: See DOC-2. The platform is only available to administrators and case works therefore the materials are specific to those users. An integration document will be provided during requirements for data warehouse.					

## Training Requirements

This section presents the overall training requirements that apply to the software. They are not specific to any technology or platform.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TRN-1	Describe the bidder's proposed solution training plan. Describe how the bidder develops and provides training material to DHHS for initial training and updates to training material for enhancements and changes made to the system. The content of these materials should be consistent with the on-line Help, User Manual, and Reporting Manual.	√	√		
<p>Response: Training materials will be created at the time of launch to reflect the final system configuration. This will include User's, Administrators, and Reporting functionality. On-line help is introduced at the time of build or requirements and is always up-to-date. At each system upgrade, release notes are created and the impact to functionality is described. The team evaluates the changes and updates the applicable Guides to reflect the most recent release of software. These updated documents will be provided to the customer electronically and may be stored in a common, shared location for easy up-to-date access.</p>					

**Production, Test and Training Requirements**

DHHS requires three environments (Production, Test, and Training) in order to work with the new software on an ongoing basis:

**Test Environment** – A test environment is required that mirrors the live production environment, including hardware and software. This test environment would be used to test application changes before they are deployed to production. This step is an important part of quality assurance, where all changes are tested to minimize the risk of adverse reactions in the production environment. While it is necessary to mirror all of the functions of the production environment, it is not necessary to maintain the same load capacity.

**Training Environment** – A training environment is also required that allows DHHS to provide hands-on training to users. This environment would allow DHHS to maintain unique data for use in training and conduct training without interference with the test and/or production environments. This environment would have occasional use.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-1	The bidder's proposed solution must support several environments, i.e., production environment, test / training environment to allow for testing/training to occur outside of the production environment.	√	√		
Response: AGENT511 will use three environments: (a) development and local access; (b) preproduction which is a continuously available, monitored (for high-availability) environment used for testing and regression testing; and (c) production environment. For the purpose of training, we will create a separate instance of the application that can be used for training data and simulation tools. Inbound short code messaging will be directed to the respective environment using a keyword prefix for each message.					
PTT-2	Describe how the bidder's proposed solution provides the ability to refresh any testing or training environment at the request of DHHS. Describe the refresh process and describe how the refresh process occurs.	√	√		
Response: The preproduction environment will be maintained continuously for the client to encourage development of additional functionality, provide an avenue for continuous regression testing, and avoid tearing down and rebuilding test environment.					

## System Performance Requirements

This section describes requirements related to the proposed systems' on-line performance, response times, and sizing from a system architecture standpoint.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-1	Describe the bidder's proposed system performance functionality and monitoring tools.	√	√		
<p>Response: All applications incorporate health monitoring API's for external probing of availability and response times. We are currently deploying Wavefront which monitors thousands of probe points within the application and allows us to continuously review and improve functionality. Currently, health API data is delivered by Service Uptime and Uptrends with 1-5 minute probes. Data is recorded and health reporting is available to the client. Messaging performance can be readily acquired from date/time stamps in data warehouse messaging queries. With Wavefront, we will be able to deliver advanced performance monitoring data to clients. See TEC-2 and RTP-2 for additional information.</p>					
PER-2	Describe how the bidder's proposed solution captures system downtimes, along with the causes of the downtimes where applicable. Describe the bidder's proposed method and timing of communication to DHHS on downtimes.	√	√		
<p>Response: See PER-1, whereby probe data from health API's, Wavefront data probes, and external monitors on various application points immediately assist with determination of failures. In the event this data does not tell the story, our support and development team, including our hosting provider, are able to quickly triage and troubleshoot failures and exceptions and restore service, frequently within minutes to an hour.</p>					
PER-3	Describe how the bidder's proposed solution supports concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.	√	√		
<p>Response: The system is sized to the number of users, anticipated file sizes, and messaging. The project plan is to include a stress test of anticipated worst-case events and AGENT511 agrees to participate in any plan to mitigate associated defects. Further, on a quarterly basis, AGENT511 management and DHHS will meet to assess system usage and growth to determine increased sizing of infrastructure or needed improvements to achieve system growth.</p>					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-4	Describe how the bidder's proposed solution is available online 24 hours a day and 7 days a week, 99.9% of the time each month. Describe any known timeframes or past instances where the system has been unavailable for use.	√	√		
Response: See BKP-1 and GEN-1 for system architecture which is deployed for high-availability and geographic redundancy. The system leverages similar infrastructure as our cloud 9-1-1 text solution. Earlier this year, one of our datacenters was mitigating a DOS attack and it was decided not to switch to the other site. The downtime was approximately an hour. We are upgrading the infrastructure and global load balancing to our second site (available Q4 2019) so that switchovers may occur almost immediately, thereby mitigating the downtime.					
PER-5	Describe how the proposed solution has the ability to generate reports and ad hoc queries without performance impact to user access or system response time.	√	√		
Response: Canned reports are recorded and pulled from a data mart thereby avoiding process complexity for on-demand analytical calculations. Other reports are acquired from our data warehouse which is off-line to avoid impact on performance. Ad hoc queries are currently undergoing an optimization to increase file sizes and filtering so there is no impact on performance. As part of the award, AGENT511 will demonstrate this capability and its performance.					
PER-6	Describe how the bidder's proposed solution provides application performance monitoring and management capabilities, including any key performance indicators (KPI) or other metrics to measure and report system performance for the proposed system.	√	√		
Response: PER-1 describes overall system monitoring, including probes and health API's. Primary KPI's would include availability, API transactional processing times, and messaging sending times. Delivery receipt success may also be a KPI to the extent that end-to-end integrity of telephone number data is tracked.					